

SERIAL 03206 - RFP

BOOKING MANAGER SERVICES, BANK ONE BALL PARK

CONTRACT PERIOD THROUGH JUNE 30, 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BOOKING MANAGER SERVICES, BANK ONE BALL PARK**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 19, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Julie Schweigert, Stadium District
Bill Scalzo, Stadium District
Sharon Tohtsoni, Materials Management

(Please remove Serial 96220-RFP from your contract notebooks)



BOOKING MANAGER SERVICES, BANK ONE BALLPARK CONTRACT

SERIAL 03206-RFP

This Contract is entered into this 19th day of MAY, 2004 by and between the Maricopa County Stadium District ("District"), a political subdivision of the State of Arizona, and Select Artists Associates L.L.C. an Arizona Limited Liability Company ("Contractor") for Booking Manager Services, for the Bank One Ballpark.

1.0 TERM

- 1.1 This Contract is for a term of Ten (10) years, beginning on the 1st day of July 2004, and ending the 30th day of June 2014. This Contract supersedes the prior Booking Manager Agreement (as amended) between the parties.
- 1.2 The District may, at its option and with the agreement of the Contractor, extend the period of this Contract for a maximum of three (3) additional one (1) year terms. The District shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT AND REVENUES

- 2.1 As consideration for this contract, Contractor shall pay the District the following amounts on the dates stated:

2.1.1 Guaranteed Payments Due to the District.

<u>Date</u>	<u>Guaranteed Payment Amount</u>
April 1, 2005	\$550,000
April 1, 2006	\$550,000
April 1, 2007	\$550,000
April 1, 2008	\$550,000
April 1, 2009	\$550,000
April 1, 2010	\$600,000
April 1, 2011	\$600,000
April 1, 2012	\$600,000
April 1, 2013	\$600,000
April 1, 2014	\$600,000
April 1, 2015 (Optional Extension)	\$650,000
April 1, 2016 (Optional Extension)	\$650,000
April 1, 2017 (Optional Extension)	\$650,000

- 2.1.2 Revenue Sharing Payment Due to the District. Contractor will also pay to the District, 17.5% of gross revenue exceeding the base revenue for the period of July 1 through June 30 of each year. Revenue Sharing payment shall be due to the District thirty (30) days

following the corresponding July 1 through June 30 period. Base revenue for each year is as follows.

<u>Dates</u>	<u>Base Revenue Amount</u>
July 1, 2004 – June 30, 2005	\$1,750,000
July 1, 2005 – June 30, 2006	\$1,750,000
July 1, 2006 – June 30, 2007	\$1,750,000
July 1, 2007 – June 30, 2008	\$1,750,000
July 1, 2008 – June 30, 2009	\$1,750,000
July 1, 2009 – June 30, 2010	\$1,900,000
July 1, 2010 – June 30, 2011	\$1,900,000
July 1, 2011 – June 30, 2012	\$1,900,000
July 1, 2012 – June 30, 2013	\$1,900,000
July 1, 2013 – June 30, 2014	\$1,900,000
July 1, 2014 – June 30, 2015 (Optional Extension)	\$2,000,000
July 1, 2015 – June 30, 2016 (Optional Extension)	\$2,000,000
July 1, 2016 – June 30, 2017 (Optional Extension)	\$2,000,000

- 2.1.3 For District Events held between July 1 and the end of the baseball season, 17.5% of gross revenue will be due to the District by December 15. Such amount will be considered an advance of the guaranteed payment due to the District on the following April. However, such amount shall be included as Gross Revenue when calculating the Revenue Sharing Payment.
- 2.1.4 Any payment received more than ten (10) days late will be charged a late fee of ten percent (10%) per annum.
- 2.2 Gross Revenue is all revenue, without excluding any expenses, generated by a District Event and received by Contractor or affiliates, and approved by the District pursuant to 1.6.9 of Exhibit B, including but not limited to the following:
 - 2.2.1 License Fee: Fee charged for the use of Bank One Ballpark and all related premises there to.
 - 2.2.2 Concessions: District share of Revenue generated by the facility concessionaire from the sale of food and beverage provided at District Events pursuant to District Concessionaire Agreements.
 - 2.2.3 Merchandise: District share of Revenue generated by the sale of novelties, including but not limited to, souvenir programs, records, t-shirts, buttons and other hard concessions sold at District Events.
 - 2.2.4 Facility Fee: Revenue generated by the Sale of Event tickets made available for public sale for District Events that includes an additional “Facility Fee” charge added to the base ticket price.
 - 2.2.5 Miscellaneous Ticketing Revenue: Revenue generated from the sale of tickets made available for public sale for Friday’s Front Row Restaurant located at Bank One Ballpark, suite ticket sales, group sales packages, and standing room only tickets sold for District Events at Bank One Ballpark.
 - 2.2.6 Other: Bank One Ballpark plaza stadium perimeter property use. Revenue generated from Event related parking. New revenue sources created during the term of the Booking Manager Agreement.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B".

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification:

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **the District**, the Team, the Facility Manager, the Real Estate Manager, and each of their agents, representatives, officers, directors, officials, and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **the Indemnified Parties** shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **the Indemnified Parties** shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by one of the Indemnified Parties.

The scope of this indemnification does not extend to the sole negligence of the Indemnified Parties.

4.1.3 Insurance/Bonding Requirements:

Without limiting any liabilities or any other obligations of the Contractor, the Contractor shall provide and maintain, and require its subcontractors if any, to provide and maintain insurance coverages meeting or exceeding the requirements of this provision (unless the District has consented to a modification of coverages or reduction of coverage amount, which consent will not be unreasonably withheld in the case of Contractor or subcontractors). The contractor responsibility and liability for the services provided by any of its subcontractors are not limited in any fashion whatsoever by the type or limits of

the Contractor's insurance. Coverage must be provided with forms and insurers acceptable to the District and maintained until all obligations under the Contract are satisfied. Evidence of qualified self-insured status (reasonably acceptable to the District) may suffice for the requirements of this provision. The minimum required coverages are:

- 4.1.3.1 Workers' Compensation Insurance. Workers' Compensation insurance as required by federal and State of Arizona statutes having jurisdiction over employees engaged in the work required under the Contract, and Employers' Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for each accident or disease.
- 4.1.3.2 Commercial General Liability Insurance. During the course of the Contract, the Contractor agrees to carry Commercial General Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and an aggregate limit of liability of (\$1,000,000). The policy shall include without limitation for bodily injury, broad form property damage, personal injury (including but not limited to coverage for contractual and employee acts), blanket contractual, and incidental liability.
- 4.1.3.3 Business Automobile Liability Insurance. Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to all owned, non-owned, hired, borrowed, or rented vehicles assigned to or used in performance of the Contract.
- 4.1.3.4 Commercial Crime Liability. Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than \$500,000.00 for each occurrence. The policy shall include, coverage for employee dishonesty, forgery, alteration, computer fraud, other fraud, theft, or embezzlement.
- 4.1.3.5 Additional Insured; Primary Insurance. The Commercial General Liability/Policy and Business Automobile Liability policy required herein shall be endorsed to include the Team, the Facility Manager, the Real Estate Manager and the District, as well as their contractors, agents, officials, and employees as insured and shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Team, the Facility Manager, the Real Estate Manager or the District, or their contractors, agents, officials or employees shall be excess and not contributory to insurance required herein.
- 4.1.3.6 Key-person Insurance. During the term of this Contract, the Contractor consents to the District obtaining Key-person Insurance, at its own expense, insuring the life of Charles T. Johnston, and naming the District as the beneficiary in an amount equal to the guaranteed annual revenue payable to the District under the terms of this contract.
- 4.1.3.7 Certificates. The Contractor shall provide to the District certificates of insurance reasonably acceptable to the District prior to commencement of the Contract as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall identify this Contract and must contain several provisions that coverage afforded under the policies shall not be canceled, terminated, reduced, or materially adversely changed until after thirty (30) days prior written notice has been given to the District.
- 4.1.3.8 Certified Copies. The District reserves the right to request and receive certified copies of any or all of the above insurance policies and/or endorsements.

4.1.3.9 Waiver. The Contractor shall cause insurers providing the policies required herein to waive all rights of recovery against the Team, the Facility Manager, the Real Estate Manager, and the District and their contractors, agents, officials, and employees, and shall require its subcontractors, if any, to do the same.

4.1.3.10 Rating of Insurers. All required insurance policies must be obtained from financially sound insurance companies rated not less than B+ by A.M. Best Company, and which are authorized to transact business in the State of Arizona.

4.1.3.11 Failure to Comply. Failure on the part of the Contractor to procure or maintain insurance as required by the District shall constitute a material breach of the Contract for which the District may immediately terminate the Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid may be offset against any monies owed to the Contractor under the Contract.

4.1.4 Lien Waiver Requirement:

At least two weeks prior to each District Event, Contractor shall provide a Lien Waiver signed by all sub-contractors supplying labor and materials in connection with the District Event.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract (including insurance certificates) shall be addressed to:

For District:

Maricopa County Stadium District
Attn: Financial Officer
401 East Jefferson Street
Phoenix, AZ 85004

Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, AZ 85003-2494

For Contractor:

Select Artists Associates L.L.C.
Attn: Charles T. Johnston
4300 North Miller Road, Suite 150
Scottsdale, AZ 85251

4.3 TERMINATION:

District may unconditionally terminate this Contract without cause and without liability for convenience by providing THREE HUNDRED AND SIXTY FIVE (365) calendar days advance notice to the Contractor.

District may terminate this Contract for default if Contractor fails to make any payments when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from District, or if Contractor becomes insolvent or generally fails to pay its debts as they mature, except for obligations that are the subject of a good faith dispute and the Contractor has escrowed funds or otherwise provided security for the payment of the obligation.

4.4 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.5 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete services provided under this Contract.

4.6 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which will not be unreasonably withheld. The parties acknowledge that the District may withhold its consent if Charles T. Johnston is not primarily responsible for the obligations of the Contractor under this Contract. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the District Event.

4.7 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.8 AUDIT REQUIREMENTS:

The Contractor agrees to retain all financial books, records, and other documents relevant to the BMA for six (6) years after final payment or for such longer time as is necessary to resolve any audit questions arising during such six (6) year period. The District, Federal or State auditors and any other persons duly authorized by the District shall have full access to, and the right to audit, and make use of any and all said materials, including all detailed settlement sheets relevant to the BMA and the Contractor shall cooperate in any such audit or other review of records.

The District may at its discretion audit all records related to this contract. If the audit or review identifies any errors or omissions showing that the District has been underpaid an amount equal to or greater than \$1,000 US, the Contractor must reimburse the District for the cost of the audit and interest equal to 1% per month on the revenue due to the District in addition to remitting the revenue to the District.

4.9 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.10 RIGHTS IN DATA:

The District shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. To the extent permitted by law, at the request of the Contractor, the District shall maintain the confidentiality of any data and reports permitted to be maintained as confidential under the Arizona Public Records Act.

4.11 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.12 FORCE MAJEURE:

Failure in performance by the Contractor shall not be deemed an event of default, and the nonoccurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or nonoccurrence is due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; unusually severe weather; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargos; lack of transportation; governmental restrictions; acts or the failure to act of any court or other public or governmental agency or entity, or for any reason the Site Location as defined in this Booking Manager Agreement is rendered unfit for occupancy either prior to or during the District Event Period.

4.13 FACILITY OPERATIONS AGREEMENTS:

District agrees to make available to Contractor current copies and any updates or modifications of the following agreements governing the management, operations, and use of the Bank One Ballpark facility for the duration of this Booking Manager Agreement.

Real Estate Management Agreement
 Concessions Agreement
 Facility Management Agreement
 Baseball Team Area Lease Agreement
 Naming Rights Agreement
 Suite Sub-Licensee Agreement
 Facility Use Agreement

And any other agreements relevant to the availability, facility operations, facility maintenance and any activities that shall have an affect on the Booking Manager relevant to this Booking Manager Agreement.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

 AUTHORIZED SIGNATURE

 DATE

 PRINTED NAME AND TITLE

 ADDRESS

MARICOPA COUNTY STADIUM DISTRICT

BY: _____
 CHAIRMAN, BOARD OF DIRECTORS

 DATE

ATTESTED:

OFFICIAL RECORD KEEPER

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY STADIUM DISTRICT
ATTORNEY

DATE

EXHIBIT A

SERIAL 03206-RFP
 PRICING SHEET COMMODITY CODEP08 95 06 NIGP CODE 97102
 BIDDER NAME: SELECT ARTISTS ASSOCIATES, L.L.C..
 F.I.D./VENDOR #: 860290071
 BIDDER ADDRESS: 4300 NORTH MILLER ROAD, SUITE 150
 P.O. ADDRESS: SCOTTSDALE ARIZONA, 85251
 BIDDER PHONE #: 480-994-0471
 BIDDER FAX #: 480-481-0549
 COMPANY WEB SITE: SELECTARTISTS.COM
 COMPANY CONTACT : CHARLES T. JOHNSTON
 E-MAIL ADDRESS : CHAS@SELECTARTISTS.COM

1.0 PROPOSED REVENUE:	<u>YEAR 1-5</u>	<u>YEAR 6-10</u>	<u>YEAR 11-13</u>
1.1 GUARANTEED MINIMUM ANNUAL REVENUE PLUS	\$550,000.00	\$600,000.00	\$650,000.00 PER YEAR
1.2 REVENUE SHARING PERCENTAGE (OF GROSS REVENUE* (EACH EVENT) OVER THE BASE FOR EACH PERIOD	17.50% \$1,750,000.00	17.50% \$1,900,000.00	17.50% \$2,000,000.00 BASE BY PERIOD
1.3 NUMBER OF EVENTS PER YEAR (GUARANTEED)	6	PER YEAR	

EXHIBIT B

1.0 SCOPE OF WORK

1.1 Site Location

Bank One Ballpark is located between 4th and 7th Streets on the south side of Jefferson Street in downtown Phoenix (the “City”). The Phoenix Convention Center is directly adjacent to the site to the northwest. Three parking garages are located adjacent to the ballpark, including an existing City garage to the west with 1500 spaces, a garage to the south owned by the District containing 1500 spaces and a new City garage to the north containing approximately 2700 spaces. Just one block to the west is the America West Arena, home to the Phoenix Suns. Nearby cultural attractions include, the Phoenix Symphony Hall, Herberger Theater, Dodger Theater, Arizona Science Center, Phoenix Museum of History and Heritage Square, all within a few blocks of the ballpark. Also nearby are the Collier Center and Arizona Center, retail/restaurant/entertainment/office complexes, as well as numerous restaurants and clubs in the downtown area.

The plaza on the west side of the stadium accommodates patrons gathering for events at the ballpark. It has been designated to accommodate a wide variety of activities including portable concessions, entertainment, and displays. Also in the plaza are a sports theme bar and restaurant and broadcast facilities for a local radio station to cover events in the stadium. The site also contains full facilities for media trucks and equipment for broadcasting events at the stadium.

1.2 Field Seating/Activities

The Facility may be used for a variety of activities including concerts, speakers, convention activities, motorized events, rodeos, as well as a variety of other sports such as tennis, soccer, or football (excluding professional football games). Based upon generic seating layouts, the field will hold between 9,000-15,000 seats. Depending upon the stage configuration, the field seating will offset the loss from seats located behind the stage, maintaining a show capacity of approximately 48,000 seats.

1.3 Access

The District and the Arizona Diamondbacks have worked with an ADA Advisory Committee to assure that all functions and activities are accessible in accordance with the Americans with Disabilities Act including functions that occur on the field. Wheelchair seating is dispersed on all levels of the stadium and available from multiple vantage points.

1.4 Media/Broadcast Capabilities

Bank One Ballpark contains full press and broadcast facilities. At the press level there are four radio and four television broadcast booths and room for 50 written press journalists. The media area is supported with a lounge and catering service. The stadium is pre-wired for over 20 camera locations. In addition, there is communications wiring to additional locations, which are suitable for portable camera set-up or spotlight locations. The stadium also contains video production facilities. Video images can be programmed for the large outfield video board or the over 250 televisions (including 9 video cubes) located on the main concourse.

1.5 Coordination with Team

Because the Arizona Diamondbacks home games have priority over District events, coordination between the booking manager and the Team is very important to the success of the Facility. Along with the coordination of events the cooperation between the booking manager and the Team’s facility manager is needed to access the labor of the stadium’s ushers, concession, security, maintenance, and engineering workers.

1.6 Duties and Responsibilities

- 1.6.1 The Contractor's primary responsibility will be to maximize the use of the Facility, by booking, coordinating and conducting District Events in accordance with the provisions of the agreements between the District and the Arizona Diamondbacks and related entities, and the Concessionaire, governing the use and management of Bank One Ballpark. All duties, responsibilities, and services shall be provided by Contractor at no cost to the District unless otherwise specifically agreed in writing. The Facility Management Agreement, Concessionaire Agreement, and the Facility Use Agreement as well as other related agreements are available for review through the Materials Management Department.
- 1.6.2 The Contractor shall develop and implement an advertising, marketing and public relations campaign, acceptable to the District, promoting the Facility as a premier venue for District Events.
 - 1.6.2.1 The advertising marketing and public relations plans shall be presented to the District for approval by January 1 for the following July through June period
 - 1.6.2.2 Contractor must submit to the MCSO a plan annually for electronic promotion of the venue/events using the Internet
- 1.6.3 The Contractor will provide sponsorship development services for District Events on a local, regional or national basis as appropriate, and coordinate and manage requirements of such sponsorship agreements.
- 1.6.4 The Contractor will be responsible for the negotiation and communication with, and handling of all business matters between the entertainment event (the "Licensee") for the District Event and the Facility Manager and District for all District Events.
- 1.6.5 The Contractor will negotiate and directly contract with the Licensees necessary for District Events. The District must approve the form of agreement and the agreement must provide that the District shall not be liable in any way, including without limitation for any expenses, relating to the event. Agreements must require that the Licensee will maintain insurance acceptable to the District, which fully insures against all general and specific liabilities and damages that, may occur because of the District Event. The insurance maintained by the Licensee must meet the requirements set forth in the Event Agreement. Contractor is required to ensure that all Licensees meet the insurance requirements set forth in the Event Agreement. Scheduling a District Event as proposed in the Event Agreement shall require written approval by the Executive Director or his or her appointee. Executive Director consent in no way relieves Contractor from responsibility to structure agreements for District Events so as to comply with all requirements of applicable agreements between the District and the Arizona Diamondbacks and related entities governing the use and management of Bank One Ballpark.
- 1.6.6 The Contractor will negotiate all merchandise agreements for hard goods concession sales for District Events.
- 1.6.7 The Contractor will coordinate all Licensee logistics, including transportation, parking, insurance, catering, credentials, and all scheduling for each District Event.
- 1.6.8 Contractor will review and approve all Licensee requirements, including sound, lighting and all miscellaneous equipment requirements.
- 1.6.9 At least thirty (30) calendar days, or as soon as is practicable prior to each District Event, the Contractor will prepare for District review a gross revenue forecast and description of the Event and disclose any offsite ancillary events that (subject to District's reasonable approval) will not be calculated as part of the District Event Gross Revenues
- 1.6.10 All District Event revenue including but not limited to, Food and Beverage payments pursuant to the Concessions Agreement, Merchandise Payments, (other than Parking) revenues shall be paid directly to the Contractor as part of the gross revenues. The

District agrees to provide Letters of Assignment as may be necessary to effect this provision.

- 1.6.11 Within sixty (60) calendar days following the District Event, the Contractor will make available for review by District representatives an Event Settlement Summary of gross event revenues, including all settlement sheets together with such supporting data and information as the District or its representative, such as the District Auditor, may require.
- 1.6.12 Contractor will develop and/or update a form of District Event agreement subject to the District's approval, which form of agreement will be the basis of the Event Agreement.
- 1.6.13 Contractor will maintain and update District Event policies and procedures in compliance with Facility Manager rules and regulations permitted under the Facility Management Agreement. Contractor shall maintain a general information manual for District Events which will be included as part of the entertainment management system.
- 1.6.14 Contractor will maintain a technical information manual for all District Events.
- 1.6.15 The Contractor must coordinate ticketing for District Events with the Team, and provide ticketing equipment and staffing.
- 1.6.16 The Contractor must keep the District informed of its activities on behalf of the District as requested by the District and on not less than a weekly basis.
- 1.6.17 The Contractor must make a representative available for meetings as reasonably scheduled by the District.
- 1.6.18 Neither the Contractor nor any form of related entity shall engage in any activity that is in conflict with its duties and obligations to the District. For purposes of application of this paragraph, the Contractor's or related entity's employees, agents, or sub-contractors shall be regarded as the Contractor.

1.7 Usage Report

The Contractor shall furnish the District a quarterly report delineating the number of Events and the attendance of the Event. In addition, on an annual basis, the Contractor will prepare a comprehensive Annual Report delineating all activities covered under this contract. The District shall approve the format of these reports.

1.8 Facilities

During the course of this Agreement, the District may provide the Contractor with workspace for consultants and other uses specifically related to District Events.

1.9 Succession Plan

Annually, on the anniversary date of this contract, the Contractor shall present an updated organization succession plan to the District for approval. Included in this plan the Contractor shall present their plan and method to guarantee payment of revenue for the next annual term of the contract. This is to insure performance and payment if the principal would become incapacitated in any manner.

1.10 Availability Days

The District shall allow the Contractor to book events from October 1 or the end of the Diamondbacks season; whichever is later, through February 22 of each year. In addition, Contractor will be allowed to book events during the Baseball Season in accordance with the existing facility use agreements.

SELECT ARTISTS ASSOCIATES, 4300 N MILLER ROAD SUITE #150, SCOTTSDALE, AZ 85210

PRICING SHEET P089506 NIGP 97102

Terms:	NET 30
Federal Tax ID Number:	86-0290071
Vendor Number:	860290071 A
Telephone Number:	480/994-0471
Fax Number:	480/481-0549
Contact Person:	Charles T Johnson
E-mail Address:	chas@selectartists.com
Company Web Site:	www.selectartists.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2014.